

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raptor Pharmaceutical Corp.		12/20/2012	CORPORATION: DELAWARE
Raptor Therapeutics Inc.		12/20/2012	CORPORATION: DELAWARE
Raptor Discoveries Inc.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HealthCare Royalty Partners II, L.P., as Lender		
Street Address:	300 Atlantic Street, Suite 600		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3948245	NEUROTRANS	
Registration Number:	3602968	HEPTIDE	
Registration Number:	3835541	CONVIVIA	
Serial Number:	85550512	PROCYSBI	
Serial Number:	85552050	AKISTRELA	
Serial Number:	85552041	BYCYSBI	
Serial Number:	85552038	BICYSBI	
Serial Number:	85601502	RAPTOR PHARMACEUTICAL CORP.	
Serial Number:	85601508	RAPTOR	
Serial Number:	85601512	RAPTOR	
Serial Number:	85787831	RAPTOR CARES	
Serial Number:	85787833	RAPTOR CARES	
Serial Number:	85680728	RAPTORCARE	

TRADEMARK

Serial Number:	85680733	RAPTORCARE
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CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	469932
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	12/21/2012
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Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2012, by RAPTOR PHARMACEUTICAL CORP., RAPTOR THERAPEUTICS INC. and RAPTOR DISCOVERIES INC. (individually, a "Pledgor," and, collectively, the "Pledgors"), in favor of HEALTHCARE ROYALTY PARTNERS II, L.P., in its capacity as secured party pursuant to the Loan Agreement (in such capacity, the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Agreement, the Pledgors hereby agree with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations, the Secured Party shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here-to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

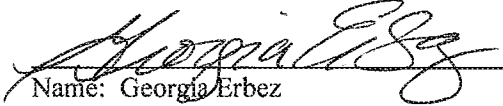
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

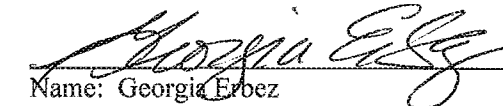
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

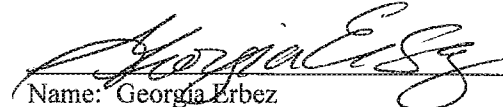
RAPTOR PHARMACEUTICAL CORP.

By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer

RAPTOR THERAPEUTICS INC.

By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer

RAPTOR DISCOVERIES INC.

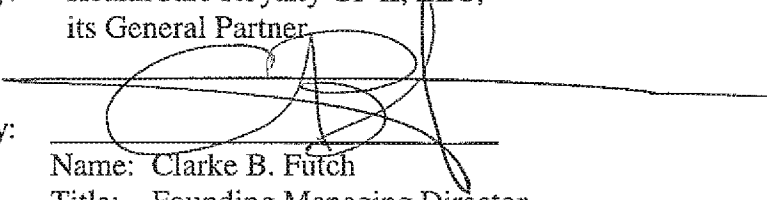
By: 
Name: Georgia Erbez
Title: Chief Financial Officer, Secretary and
Treasurer

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

HEALTHCARE ROYALTY PARTNERS II, L.P.,
as Secured Party

By: HealthCare Royalty GP II, LLC,
its General Partner

By: 
Name: Clarke B. Futch
Title: Founding Managing Director

[Trademark Security Agreement Signature Page]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
RAPTOR DISCOVERIES INC.	3,948,245	NEUROTRANS
RAPTOR DISCOVERIES INC.	3,602,968	HEPTIDE
RAPTOR DISCOVERIES INC.	3,835,541	CONVIVIA

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
RAPTOR THERAPEUTICS INC.	85/550,512	PROCYSBI
RAPTOR THERAPEUTICS INC.	85/552,050	AKISTRELA
RAPTOR THERAPEUTICS INC.	85/552,041	BYCYSBI
RAPTOR THERAPEUTICS INC.	85/552,038	BICYSBI
RAPTOR PHARMACEUTICAL CORP.	85/601,502	RAPTOR PHARMACEUTICAL CORP.
RAPTOR THERAPEUTICS INC.	85/601,508	RAPTOR
RAPTOR THERAPEUTICS INC.	85/601,512	RAPTOR logo
RAPTOR THERAPEUTICS INC.	85/787,831	RAPTOR CARES (words)
RAPTOR THERAPEUTICS INC.	85/787,833	RAPTOR CARES (stylized)
RAPTOR THERAPEUTICS INC.	85/680,728	RAPTORCARE (logo)
RAPTOR THERAPEUTICS INC.	85/680,733	RAPTORCARE